

REQUEST FOR PROPOSALS:

IDENTIFICATION/SELECTION OF PARTNERS TO JOINTLY PURSUE FY 2005 U.S. DEPARTMENT OF ENERGY FUNDING FOR ENERGY EFFICIENCY, RENEWABLE ENERGY AND ALTERNATIVE TRANSPORTATION FUEL USAGE PROJECTS

I. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to solicit brief proposals from potential partners for making application to the U.S. Department of Energy (DOE) for grant funding under its **STATE ENERGY PROGRAM (SEP) "SPECIAL PROJECTS" SOLICITATION** to support energy efficiency, renewable energy alternative transportation fuel usage projects in Utah.

The DOE State Energy Program "Special Projects" solicitation (DE-PS-26-05NT42396-00) was noticed in the *Federal Register* on February 18, 2005, Volume 70. The notice can be accessed at:

http://www.access.gpo.gov/su_docs/aces/aces140.html
<http://www.fedgrants.gov/Applicants/DOE/PAM/HQ/DE-PS26-05NT42396/listing.html>

The FY 2005 DOE State Energy Program "Special Projects" solicitation (DE-PS26-05NT42396-00) can be accessed at:

[https://e-center.doe.gov/iips/faopor.nsf/UNID/F110D07C1B899D0D85256F7E0079B92B/\\$file/Master_Funding_Opportunity_Announcement.doc](https://e-center.doe.gov/iips/faopor.nsf/UNID/F110D07C1B899D0D85256F7E0079B92B/$file/Master_Funding_Opportunity_Announcement.doc)

<https://e-center.doe.gov/iips/faopor.nsf/Solicitation%20By%20CFDA%20Category?OpenView&Start=5&Count=30&Expand=14.18#14.18>

The Utah Energy Office serves all Utahans as the State Energy Office by providing its customers with useful information on energy efficiency measures and renewable energy technologies. In accordance with this objective, UEO is seeking to identify public and private organizations to establish partnerships for undertaking projects that meet the applicable DOE requirements, including those for financial cost sharing. Applicants and other partners are required to provide a cash or in-kind match as required by the DOE solicitation for the amount of funding requested. If projects are selected for funding by DOE, the partners selected through this request will be subcontractors for project implementation.

Partners may include governmental agencies, private-sector Clean Cities stakeholders, economic development and educational organizations, energy service companies, financial institutions, utilities, private businesses and nonprofit organizations. DOE is an active partner in each partnership.

UEO will only accept separate proposals for each category of the solicitation as described below. All participants should be identified and are encouraged to form

contractual partnerships to carry out the work outlined in the most efficient manner.

II. BACKGROUND

Special Projects Solicitation

In FY 2005, for the tenth year, DOE is offering states the opportunity to apply to undertake a variety of Special Projects through Financial Assistance Awards (Grants or Cooperative Agreements). DOE intends to provide support to states and is inviting states to submit proposals to implement specific DOE Office of Energy Efficiency and Renewable Energy (EERE) deployment activities and initiatives as Special Projects under the State Energy Program (SEP). The objectives of this solicitation are: 1) to directly involve state in activities to accelerate deployment of energy efficiency and renewable energy technologies; 2) to facilitate the commercialization of emerging and underutilized energy efficiency and renewable energy technologies; and 3) to increase the responsiveness of federally funded technology development efforts to the needs of the marketplace. Approximately \$14.7 million in DOE funds will be available on a national competitive basis for these projects. Projects may be proposed with performance periods of one year to a maximum of three years. The estimated amount of DOE funding available, performance periods and the cost sharing requirements are outlined in each Program Category.

Authorization: SEP is authorized under Public Law (PL) 94-385, 94-619, 94-580, 101-440 and the Energy Policy and Conservation Act of 1992, PL 102-486, DOE Organization Act, PL 95-91; the Renewable Energy and Energy Efficiency Technology Competitiveness Act of 1989, PL 101-218; the National Superconductivity and Competitiveness Act of 1988 PL 100-697; the Biomass Research and Development Act of 2000, PL 106-224; the Energy Conservation and Production Act, PL 94-163; and the Hydrogen Future Act of 1996, PL 104-271. All financial assistance provided under SEP shall comply with applicable legislation. Negotiation, award and administration shall be in accordance with DOE Financial Assistance Rules (10 C.F.R. Part 600). A copy of 10 CFR 600 may be obtained electronically at the electron Code of Federal Regulations website located at: <http://www.gpoaccess.gov/ecfr>.

Regulations: SEP is governed by its program regulations (10 C.F.R. Part 420) published in the Federal Register on July 8, 1996, and amended in the Federal Registers dated May 14, 1997, August 24, 1999, and May 1, 2000, and the DOE Financial Assistance Rules (10 C.F.R. Part 600).

III. SPECIAL PROJECTS PROPOSAL PROCEDURES:

UEO will provide proposal packages and instructions on request, or they may be accessed from the UEO website at www.energy.utah.gov. Information regarding specific instructions for the individual special project categories can be obtained by contacting UEO as indicated below. Additional information is available through DOE website: <https://e-center.doe.gov> (DE-PS26-05NT42396-00). Potential partners are strongly encouraged to review the full DOE solicitation to better understand the extent and nature of the proposals DOE is seeking.

A. RIGHT TO REJECT OR NEGOTIATE

UEO reserves the right, without qualification, to reject any or all proposals for partnerships received in response to this announcement and to select any proposal as a basis for negotiation for submitting joint proposals to DOE.

B. PROJECT PERIOD LIMITS: Project periods must not exceed 36 months (but may be less, if specified under the program category).

C. EXCESSIVE FUNDING REQUESTS SHALL BE CONSIDERED NON-RESPONSIVE: Proposals that request federal funding above any limits on federal funding specified for a particular project category (or above the estimated total funds available for a category) will be considered non-responsive and will not be forwarded to the cognizant sector for review.

D. PARTNER AND SUB-RECIPIENT DUE DATES TO MEET STATE APPLICATION DUE DATE: Proposals for the DOE FY 2005 "Special Projects" solicitation financial assistance must be received at the UEO Office, 1594 West North Temple, Suite 3610, Salt Lake City, Utah, 84114 **no later than 4 p.m. MST, April 15, 2005** in order to compete for this Special Projects partnership. Potential partners shall submit three hard copies of the proposal, as well as submitting a copy in MS Word on a 3.5 floppy or compact disk.

E. ASSURANCES: Potential partners must sign and submit a Statement of Assurances (Attachment 1) as part of the proposal response.

QUESTIONS REGARDING THIS RFP SHOULD BE ADDRESSED IN WRITING (EITHER MAIL OR FACSIMILE TRANSMISSION) TO UEO AT THE FOLLOWING ADDRESS. QUESTIONS MUST REFERENCE THE APPROPRIATE CATEGORY NAME AND FUNDING SUB-OPPORTUNITY NUMBER (S) AS INDICATED IN THE CHART BELOW.

Denise Beaudoin, State Energy Program
 Utah Energy Office
 Department of Natural Resources
 1594 West North Temple, Suite 3610
 Salt Lake City, UT 84114-6480
 Fax: (801) 538-4795

INDEX OF FY 2005 SPECIAL PROJECT PROGRAM CATEGORIES/ Funding Sub-Opportunity Number
Clean Cities (CC)
01A: Clean Cities: AFV Incremental costs DE-PS26-05NT42396-01A
01B: Clean Cities: Refueling Infrastructure DE-PS26-05NT42396-01B
01C: Clean Cities: School Buses DE-PS26-05NT42396-01C
01D: Clean Cities: Coalition Support DE-PS26-05NT42396-01D
04: Rebuild America (RA) DE-PS26-05NT42396-04
09: Distributed Energy DE-PS26-05NT42396-09
10: Biomass DE-PS26-05NT42396-10
11: Air Quality Integration DE-PS26-05NT42396-11

EACH “SPECIAL PROJECT” PROPOSAL MUST INCLUDE:

A one-page project cover sheet (Attachment 2) in a 12-point font that includes:

- Applicant’s name (both technical & business point of contact);
- Name of the project being applied for;
- DOE ‘Special Project’ solicitation program category and funding sub-opportunity number being applied for (e.g., Clean Cities 01A, Biomass 10, Rebuild America 04, etc.);
- Other partners or states participating, if any;
- Amount of federal funding being applied for; amounts and sources of cost share, if applicable;

- Planned completion date;
- Congressional District of project;
- A one- or two-paragraph abstract of the proposed project that summarizes what the potential partner intends to do, what it hopes to achieve and, where applicable, what other partners it plans to use in the project; and
- Name, address and phone number (and, if available, fax number and E-mail address) of the person who will be responsible for programmatic oversight of the project.

A one-page project proposal summary in a 12-point font with 1” margins (top, bottom, left and right)

The project summary/abstract must contain a summary of the proposed activity suitable for publication. It should be a self-contained document that identifies the following:

- Scope of Work for proposed project, including its potential impact or significance;
- Project Team, including information on relevant experience and expertise of key partners and team members;
- Budget, including total amount of funding sought and proposed cost-share contribution amount (cash, in-kind) and total estimate for each task, staff time, travel, equipment, etc., (Attachment 3) and
- Schedule/Timeline of Project.

IV. JOINT APPLICATION REQUIREMENTS

Successful partners shall be required to work cooperatively with UEO to complete a joint application to DOE. This joint application shall include information required by DOE regarding costs, budgets, permitting and possible environmental impacts of proposed projects.

Joint application contents:

- An introductory cover page which will be used in reviewing and evaluating the proposal and in describing the projects in DOE press releases, Special Projects Congressional notifications and fact sheets and the Special Projects website;
- A table of contents page listing each section or form, with its respective page number;
- A detailed Statement of Work that can serve as a stand-alone document and that is responsive to the technical requirements and that includes:
 - A discussion of the activities to be undertaken, including goals and objectives and the approach for implementing the project; and
 - A schedule of milestones coupled with a timeline of activities or tasks;
- Personnel resources and sub-recipient requirements (if any);
- A budget and other financial details, including information on cost shares; and
- Other information as specified by the end-use sectors under their respective entries.

SPECIAL INSTRUCTIONS FOR APPLICATIONS TO DOE: Please note the complete list of special instructions available from the DOE solicitation may be accessed from:

<https://e-center.doe.gov> or at <http://www.energy.utah.gov>.

REQUESTS FOR EXTENSION FOR APPLICATIONS: No requests for extensions for the submittal of Special Projects solicitation proposals shall be granted.

V. EVALUATION CRITERIA FOR PARTNER/PROJECT SELECTION

Proposals for partners/projects shall be evaluated on the following criteria:

SPECIAL PROJECTS:

Approach and probability for widespread application	35%
Project management/technical staff experience and expertise	15%
Energy security or energy savings benefits	15%
Potential impact on renewable energy or infrastructure development, etc.	15%
Visibility of project and outreach potential	10%
Funding sources/cost share participation (cash or in-kind)	10%

VI. NOTICES

UEO reserves the right to identify the projects with the highest scores and allow offerors to actively participate in the development of the final joint proposal in order to meet DOE deadlines and to submit projects that are the most advantageous to the goals and objectives of UEO.

UEO reserves the right to include up to a 5% direct cost administrative fee on applications submitted to DOE for UEO project administration and oversight.

Awarding of agreements is contingent upon sufficient appropriations and authorization being made by DOE and Utah State Legislature.

The State of Utah reserves the right to cancel this Request for Proposals at any time if it is in the best interest of the State.

UEO may conduct discussions with Applicants who submit proposals, but proposals may be accepted without such discussions.

ATTACHMENT 1

ASSURANCES

The proposed partner, through its lawful representative who has bound it by signing this proposal, certifies that:

- A. It desires to enter into a partnership with UEO to submit application to DOE for Special Projects Funding. If the application is approved by DOE, a contract will be executed with UEO, describing the project responsibilities of the applicant and of UEO, no part of which the applicant will be permitted to change without the written consent of UEO where applicable, in the form of a contract amendment. (See Attachments 4)
- B. It understands that the GSA, PSA or JPA and any amendments thereto, along with the claims and assurances contained in this proposal, shall be binding in all respects.
- C. It shall abide by all applicable federal and State of Utah laws and statutory, regulatory and judicially created guidelines relating to the project or to the GSA, PSA or JPA.
- D. It understands that the contract period shall start after the Notice of Financial Assistance Award is received from DOE and an agreement between UEO and the contractor is effective.
- E. It shall employ qualified staff and provide adequate supplies, materials and equipment to ensure successful completion of the project.
- F. It understands that UEO shall monitor the partner's compliance with the terms of the GSA, PSA or JPA.
- G. It understands that UEO shall make payments under the GSA, PSA or JPA only for allowable, documented, and UEO-approved project expenses.
- H. All research or development activity necessary for project planning, implementation, or monitoring has already been completed.
- I. Any and all entities responsible for authorizing the activities of the partner have agreed to the submittal of this proposal as written.
- J. Funds received by the partner from UEO through any GSA, PSA or JPA issued pursuant to this proposal shall not be used to supplant funds that the partner may have at its disposal for similar purposes from another source.
- K. It understands that federal law requires that any entity receiving federal funds must certify that it will supply an assurance of compliance with non-discrimination standards in federally assisted programs. (See Attachment 6.)
- L. It understands that federal law also requires that any entity receiving federal funds must certify that no monies have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, and that it will provide a drug free workplace. (See Attachment 8.)

Authorized Representative

Date

ATTACHMENT 2

PROJECT COVERSHEET

2005 State Energy Program Special Projects

Potential Partner's Name:

State Special Project Title: [try to keep to one line]

DOE Special Program Category:

Funding Sub-Opportunity Number: [i.e. DE-PS26-05NT42396-XX - provide last two digits for all categories except Clean Cities, which requires a three-digit code.]

Other Partner Participating: [if any, please list here]

Amount Being Applied for: [enter the amount being sought from DOE]

Cost Share: [enter amount(s) and source(s) of cost share and amount each partner will provide, if applicable]

Planned Completion Date: [when project will be completed]

Congressional District of Project: [if project is in one or more districts, please identify; if Statewide, state that]

Contact for more information:

[Provide the name, address, and phone and fax number if available, of the staff person to call if information needed]

Other contacts:

[Provide names, etc. of others contacts or partners]

Project Description: [provide one or two paragraphs clearly describing the proposed project. All information requested on this sheet, including the project description, should fit on 1 page]

ATTACHMENT 3

STATE ENERGY PROGRAM SPECIAL PROJECTS RECOMMENDED COST-SHARE EXPLANATION PAGE

The Budget Cost Share Form on the next page is required as part of the project proposal summary. The information provided will be used to complete the electronic submission of the proposal to DOE. These instructions are designed to assist potential partners in completing the Budget Cost Share Form.

In accordance with the Department of Energy Assistance Regulations, “Third party in-kind contributions” are defined as: **Property or services which benefit a federally assisted project or program and which are contributed by non-federal third parties without charge to the financial assistance recipient or a cost-type contractor under the financial assistance agreement.**

Cost sharing must meet the following requirements of the Assistance Regulations:

- I. It must be verifiable from the financial assistance recipient’s records;
- II. It must not be included as a contribution for any other federally-assisted project or program;
- III. It must be necessary and reasonable for the proper and efficient accomplishment of the project or program objectives;
- IV. It must be allowable under the applicable cost principles;
- V. It must not be paid by the federal government under another award, except where authorized by federal statute; and
- VI. It must be provided for in the proposed budget.

As stated in the DOE Solicitation cost sharing is a mandatory factor for award in some of the Program Categories. For those Program Categories where cost sharing is not a mandatory factor, cost sharing is encouraged. Applications should clearly identify if cost sharing is proposed.

Please Note: Third party In-kind contributions (e.g., contributions of services or property; donated equipment, buildings, or land; or donated supplies by other than the Applicant or any team member), incurred as part of the project may be considered as all or part of the cost share. **Foregone fee or profit by the applicant shall not be considered cost sharing under any resulting award.**

(The following Budget Cost Share Form is provided as a suggested guide for explaining the state’s proposed cost share sources and types. The information indicated here is required wherever cost shares are proposed, and it facilitates application review if cost shares for all Special Projects are presented in the same format. Hence, the recommendation that this format be used for all types of cost share.)

BUDGET COST SHARE FORM

Name of Applicant	Title of Project

PROPOSED COST SHARE (AND SOURCES)

(Put each source on a separate line; add lines as necessary if more than one source)

Cash:	
Amount: \$	Source:
State or Third Party In-Kind:	
Amount: \$	Source:

Provide the information specified on this worksheet FOR EACH SOURCE of cost share funds, whether cash or in-kind contributions, and whether the source is a third party.

Name and Address of Contributor

Nature of Contribution	Estimated Value of Contribution	Basis of Valuation
Personnel		
Fringe Benefits		
Travel		
Equipment		
Supplies		
Contractual		
Other (Specify)		
Indirect		
TOTAL		

ATTACHMENT 4

State of Utah Contract

CONTRACT

Contract # _____

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah, Department of Natural Resources, Utah Energy Office (UEO), referred to as STATE, and

Legal Status of Contractor

() Sole Proprietor

() Non-Profit Corporation

Profit Corporation

() For-

Referred to as Contractor

()

Partnership

Federal Tax ID No

() Governmental Agency

Vendor Number: Commodity Code: Agency Code:
Catalog Federal Domestic Assistance number:

2. **GENERAL PURPOSE OF CONTRACT:** Marketing, Education and Training regarding the Utah Sustainable Building Program. .

4. **CONTRACT PERIOD:** This contract is effective _and will terminate on_____ unless otherwise extended or terminated in accordance with the terms and conditions of this contract.

5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$-0- for costs authorized by this contract (the UEO's share). The Contractor's share/match \$for a total of \$.

6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**

Attachment A - Division of Purchasing Standard Terms/Conditions
Attachment C – Budget

Attachment B - Scope of Work
Attachment D - Federal Assurances

In the event of conflict between the provisions of Attachment A and the provisions of other attachments to this Contract, the provisions of Attachment A shall prevail.

7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**

a. All other governmental laws, regulations, or actions applicable to services provided herein.

8. **COMPLETE ON COST REIMBURSEMENT CONTRACTS ONLY:**

a. **AUDIT INFORMATION:** Provide the name address and telephone number of the STATE staff person responsible for the contract audit and review function: Denise Beaudoin, Utah Energy Office, 1594 West North Temple, Suite 3610, Salt Lake City, Utah 84114-6480 (801) 538-4798.

1. What audits and reviews are required of this contract?

Financial? Yes X No __

Program

Compliance Yes X No __

How Often? Annual

How Often? Annual

By Whom? SEP Manager

By

Whom? SEP Manager

b. **RELATED PARTY TRANSACTIONS:** Are any declared by CONTRACTOR? Yes __ No __

See RELATED PARTIES - Attachment A. Paragraph 10.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Contractor: **UTAH ENERGY CONSERVATION COALITION**

STATE:

By:

Signature

Date

Thomas Brill, Director

Date

Utah Energy Office – Dept. of Natural Resources

Type/Print Name

Director, Division of Finance

Director, Division of Purchasing

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
(Revision date: Apr 24, 2002)

ATTACHMENT B

Scope of Work & Reports Due

In completing the above work tasks,
The following reports will be due at the specified times:

One copy of a quarterly progress report, including recap of progress made with work tasks and expenses for the quarter, within 15 days of the end of each calendar quarter (December 31, March 31, June 30, and September 30.) The report is to be submitted to the Utah Energy Office.

IV.

V.

VI. ATTACHMENT C

Budget

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***SOURCE OF UEO FUNDS**

Finet Low Org. 0323-AE10 / 0330

Funding Source: 100-560-0323-AE10 / 0330

DOE	<u>\$10,000</u>	STATE FUNDS	\$ <u> </u>
STRIPPER	<u>\$15,000</u>	OTHER	\$ <u> </u>

TOTAL \$25,000

ATTACHMENT D

Federal Assurances

- I. The Contractor hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as indicated below for said type of institution.
1. Hospitals: 10 CFR 600, OMB Circular A-110, and Appendix E of 45 CFR 74.
 2. State Agencies, Public Schools, Local Governments, and Indian Tribal Governments: 10 CFR 600, the "Common Rule," and OMB Circulars A-128 and A-87.
 3. Publicly funded Colleges and Universities: 10 CFR 600, and OMB Circulars A-110, A-133, and A-21.
 4. Private Non-Profit Organizations - Private Schools: 10 CFR 600, and OMB Circulars A-110, A-133, and A-122.
 5. Individuals/Private For-Profit Organizations: Not covered by OMB Circulars.
- II. Also, the Contractor assures and certifies with respect to the project that:
- (1) LEGAL AUTHORITY. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, if necessary, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - (2) CIVIL RIGHTS. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
 - (3) CIVIL RIGHTS. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and 10 CFR Part 1040 prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or, (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - (4) DISPLACED PERSONS. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
 - (5) HATCH ACT. It will comply with the provision of the Hatch Act which limits the political activity of employees.
 - (6) FAIR LABOR STANDARDS. It will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.

- (7) CONFLICT OF INTEREST. It will establish safeguards to prohibit employees from using their positions for a purchase that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- (8) RECORDS ACCESS. It will give the grantor agency or the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
- (9) ENVIRONMENTAL PROTECTION AGENCY'S LIST OF VIOLATING FACILITIES. It will insure that the facilities under its ownership, lease, or supervision, which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- (10) FLOOD INSURANCE. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of and federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guarantee, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- (11) NATIONAL HISTORIC PRESERVATION. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
- (12) DEBARMENT AND SUSPENSION. It, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the contractor is unable to certify to any of the statements in this certification, such contractor shall attach an explanation to this contract.
- (13) ENVIRONMENTAL STANDARDS. If the amount of this contract exceeds \$100,000, it agrees to comply with applicable standards, regulations, or orders issued pursuant to the Clean Air Act of 1970 (42 USC 1857 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended. Violations shall be reported to DOE and the Regional Office of the Environmental Protection Agency.
- (14) LOBBYING CERTIFICATION. If the amount of this contract exceeds \$100,000, it will comply with the following:
1. **No federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.**
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (15) **PRIVACY ACT.** The Contractor and its subcontractors will maintain no information about any individual in a manner which would violate the provisions of the Privacy Act of 1974, Public Law 93-579 as amended.
- (16) **LIABILITIES AND LOSSES.** The U.S. Department of Energy assumes no liability with respect to any damage or loss arising out of any activities undertaken with the financial support of this grant.

**ATTACHMENT 5
STATEMENT OF COMPLIANCE
WITH FEDERAL NON-DISCRIMINATION CERTIFICATION**

ATTACHMENT 6
FEDERAL LOBBYING, DEBARMENT AND DRUG-FREE CERTIFICATION